

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re)	
)	Case No: 22-14311
Kenyatta L. Huddleston,)	
Debtor.)	Chapter: 13
)	Judge: Hon. Janet S. Baer

NOTICE OF MOTION

TO: See attached service list

PLEASE TAKE NOTICE that on **June 16, 2023** at **9:30 a.m.**, I will appear before the Honorable Janet S. Baer, or any judge sitting in that judge's place, **either** in Courtroom 615 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, 60604 **or** electronically as described below, and present the motion of Toyota Motor Credit Corporation ("Movant"), to Modify the Automatic Stay, a copy which is attached.

All parties in interest, including the movant, may appear for the presentment of the motion either in person or electronically using Zoom for Government (audio only).

To appear by Zoom using the internet, go to this link: <https://www.zoomgov.com/>. Then enter the meeting ID and passcode.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 160 731 2971 and the password is 587656. The meeting ID and password can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny
Wesley T. Kozeny / # 6199471
12400 Olive Blvd, Suite 555
St. Louis, Missouri 63141
Phone: (314) 991-0255
Fax: (314) 991-6755
ILBK@BonialPC.com
Attorney for Movant

CERTIFICATE OF SERVICE

I hereby certify that a copy of this notice and the attached motion was served on each entity shown on the attached list at the address shown and by the method indicated on the list on May 26, 2023.

Respectfully Submitted

/s/ Wesley T. Kozeny

Wesley T. Kozeny

Service List:

Debtor's Attorney

David Freydin
Law Offices Of David Freydin Ltd
8707 Skokie Blvd Suite 312
Skokie, IL 60077

via Electronic Notice via CM/ECF

Chapter 13 Trustee

Glenn B. Stearns
801 Warrenville Road, Suite 650
Lisle, Illinois 60532

via Electronic Notice via CM/ECF

US Trustee

Office of the U.S.Trustee
219 S. Dearborn St., Room 873
Chicago, Illinois 60604

via Electronic Notice via CM/ECF

Debtor

Kenyatta L. Huddleston
8039 Janes Ave, Apt G
Woodridge, IL 60517

via U.S. Mail

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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In re)	
)	Case No: 22-14311
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Debtor(s).)	Chapter: 13
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MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW Toyota Motor Credit Corporation, its subsidiaries, affiliates, predecessors in interest, successors and/or assigns ("Movant"), through the undersigned counsel, pursuant to Federal Rules of Bankruptcy Procedure 4001 and 9014, and states as follows in support of its Motion herein:

***REQUIRED STATEMENT (Form G-4) IS ANNEXED HERETO AND FILED
HEREWITH AS REQUIRED BY LOCAL RULE 4001-1***

1. On December 12, 2022, the Debtor, above-named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 13, U.S.C., in the United States Bankruptcy Court, for the Northern District of Illinois.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. Sections 151, 157 and 1334 and applicable local rules. This is a core proceeding pursuant to 28 U.S.C. Section 157(b)(2). Venue is proper in this District under 28 U.S.C. Section 1409(a).

3. The Debtor, Kenyatta L. Huddleston, ("Obligor(s)") is indebted to Movant pursuant to a Retail Installment Contract (the "Debt Obligation"). A copy of the Debt Obligation is attached hereto and incorporated herein as Exhibit A. Movant is entitled to enforce the Debt Obligation.

4. As security for repayment of the Debt Obligation the Obligor(s) have pledged certain collateral described as 2017 OTHER ACURA, VIN:

5J8YD4H5XHL000971 ("Collateral"). A copy of the proof of perfection of Movant's interest in the Collateral ("Security Interest") is attached hereto and incorporated herein as Exhibit B.

5. All rights and remedies under the Debt Obligation and Security Interest have been assigned to the Movant.

6. As of May 25, 2023, the outstanding indebtedness owed to Movant less any partial payments or suspense balance is \$27,392.92.

7. As of May 25, 2023, the value of the Collateral is \$25,525.00. The basis for this value is the J.D. Power estimate of value attached hereto as Exhibit C.

8. The following chart sets forth the number and amount of contractual payments due pursuant to the terms of the Debt Obligation and proposed or confirmed Plan that have been missed by the Debtor as of May 25, 2023:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
1	03/16/2023	03/16/2023	\$613.08	\$613.08
2	04/16/2023	05/16/2023	\$616.77	\$1,233.54
			Total:	\$1,846.62

Movant's pay log is attached hereto as Exhibit D.

9. The address to which payments are to be made to Servicer as agent for Movant is:

Toyota Motor Credit Corporation
P.O. Box 9490
Cedar Rapids, Iowa 52409-9490

10. Cause exists for relief from the automatic stay under 11 U.S.C. §362(d) for the following reasons:

- a. 11 U.S.C. §362(d)(1) - For cause in that payments required to be made by Obligors to Movant are not being made as required by the

Debt Obligation and the terms of the proposed and/or confirmed Plan.

- b. 11 U.S.C. §362(d)(2)(A) & (B) - Debtor enjoys no equity in the Collateral and the Collateral is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order:

1. Terminating or modifying the stay imposed by 11 U.S.C. 362(a) allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies in and to the Collateral.
2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
3. For such other relief as the Court deems proper.

Dated: May 26, 2023

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

Wesley T. Kozeny / # 6199471

12400 Olive Blvd, Suite 555

St. Louis, Missouri 63141

Phone: (314) 991-0255

Fax: (314) 991-6755

ILBK@BonialPC.com

Attorney for Toyota Motor Credit Corporation

Form G-4

**REQUIRED STATEMENT
TO ACCOMPANY MOTIONS FOR RELIEF FROM STAY**

Debtor(s) Kenyatta L. Huddleston Case No. 22-14311 Chapter 13

Moving Creditor Toyota Motor Credit Corporation Date Case Filed 12/12/2022

Nature of Relief Sought ☒ Lift Stay ☐ Annual Stay ☐ Other (describe) _____

Date of Confirmation Hearing 03/17/2023 or Date Plan Confirmed 03/31/2023

1. Collateral
- a. ☐ Home
- b. ☒ Car Year, Make Model 2017 OTHER ACURA, VIN: 5J8YD4H5XHL000971
- c. ☐ Other (describe) _____

2. Balance Owed as of 5/26/2023 \$27,392.92
- Total of all other Liens against Collateral _____

3. In chapter 13 cases, if a post-petition default is asserted in the motion, attach a payment history listing the amounts and dates of all payments received from the debtor(s) post-petition.

4. Estimated Value of Collateral (must be supplied in *all* cases) \$25,525.00

5. Default
- a. ☐ Pre-Petition Default
- Number of months _____ Amount: _____
- b. ☒ Post-Petition Default
- Number of months _____ Amount: _____
- i. ☒ On direct payments to the moving creditor
- Number of months 3 Amount: \$1,846.62
- ii. ☐ On payments to the Standing Chapter 13 Trustee
- Number of months _____ Amount: _____

6. Other Allegations
- a. ☒ Lack of Adequate Protection § 362(d)(1)
- i. ☐ No insurance
- ii. ☐ Taxes unpaid Amount _____
- iii. ☒ Rapidly depreciating asset
- iv. ☐ Other (describe): _____
- b. ☒ No Equity and not Necessary for an Effective Reorganization § 362(d)(2)
- c. ☐ Other "Cause" § 362(d)(1)
- i. ☐ Bad Faith (describe) _____
- ii. ☐ Multiple Filings
- iii. ☐ Other (describe): _____
- d. Debtor's Statement of Intention regarding the Collateral
1. ☐ Reaffirm ii. ☐ Redeem iii. ☐ Surrender iv. ☐ No Statement of Intention Filed

Date: May 26, 2023

/s/ Wesley T. Kozeny
Counsel for Movant

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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In re)	Case No: 22-14311
)	
Kenyatta L. Huddleston,)	Chapter: 13
)	
Debtor(s))	Hon. Janet S. Baer

**ORDER GRANTING MOTION
TO MODIFY THE AUTOMATIC STAY**

This case coming before the court on the motion of Nissan Motor Acceptance Corporation to modify the automatic stay, due notice having been given, and the court being fully advised, IT IS HEREBY ORDERED:

1. The motion is granted. The automatic stay is modified to permit Nissan Motor Acceptance Corporation to exercise its in rem rights under non-bankruptcy law against the debtor's property described as 2017 OTHER ACURA, VIN: 5J8YD4H5XHL000971 .
2. Rule 4001(a)(3) does not apply to this order.

Enter: _____
Honorable Janet S. Baer
United States Bankruptcy Judge

Dated:

Prepared by:
BONIAL & ASSOCIATES, P.C.
Wesley T. Kozeny / #6199471
12400 Olive Blvd, Suite 555
St. Louis, Missouri 63141
Phone: (314) 991-0255
Fax: (314) 991-6755
ILBK@BonialPC.com

RETAIL INSTALLMENT CONTRACT-SIMPLE INTEREST

TOYOTA

Buyer's Name (Print Name and Address(es) (Include County and Zip Code))
KENYTHA HODGES
1533 BAYTREE DR
ROMEOVILLE, IL 60446-4984
WILL COUNTY

Credit Number: **ADVANTAGE TOYOTA OF RIVER DAKS**
 Account Number: **1970 RIVER DAKS DR**
CAULMET CITY, IL 60409

Meaning of Words: In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment to Toyota Motor Credit Corporation (TMCC) and any subsequent assignee.

Who is Bound: You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and reverse of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle: You agree to buy and the Creditor agrees to sell the following vehicle:

Description of Vehicle. You agree to buy and the Lender agrees to sell the following vehicle:							
New, Used or Demo?	Year	Make	Model	Body Type	Vehicle Identification No.	Odometer Miles	Primary Purpose
USED	2017	ACURA	MDX TECH	WAGON	4 5J8YD4H5XHL000971	39879	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Commercial <input type="checkbox"/> Agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The dollar amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 1000.00
10.84 %	\$ 12008.63	\$ 32398.81	\$ 44407.44	\$ 45407.44

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
72 Regular Payments of	\$ 616.77	Monthly, beginning 03/16/2021
One Final Payment of	NA	02/16/2027

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read this contract, including the reverse side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Price (including any accessories, service and taxes) \$ 36378.21 (1)

2 Downpayment

A Trade-in Vehicle NA

Gross Trade-in Value	Year	Make	Model	
				\$ NA

B Payoff of Existing Lien or Lease Balance on Trade-in Vehicle \$ NA

C Net Trade-in Value (A-B) (indicate if negative number) \$ NA

D Cash Downpayment \$ 1000.00

E Rebates and Non-Cash Incentives \$ NA

F Subtotal (C + D + E) \$ 1000.00

G TOTAL DOWNPAYMENT (F Subtotal is negative, Total Downpayment is \$0.00) \$ 1000.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 29378.21 (3)

4 Amounts Paid to Others on Your Behalf (This Creditor, holder, or any of its affiliates may retain or receive a portion of these amounts):

(i) Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below - Life \$ NA Disability, Accident and Health \$ NA \$ NA

(ii) Price of Optional Mechanical Breakdown Protection or Service Contract Purchased from the Creditor - Covering Certain Mechanical Repairs TOYOTA \$ 2000.00

(iii) Price of Optional Debt Cancellation Coverage or Guaranteed Auto Protection (GAP) Purchased from the GAP Provider - Named Below - Covering a Waiver of Deficiency upon Total Loss of Vehicle After Receipt of GAP Payment \$ 395.00

(iv) Documentary Fee Paid to the Creditor \$ 303.60

(v) Other Charges (Creditor must identify who will receive payment and describe purpose)

TO NA FOR NA \$ NA

TO NA FOR NA \$ NA

TO NA FOR NA \$ NA

TO CVR/SELLER FOR Optional ERT Fee \$ 25.00

TO NA FOR NA \$ NA

B Other Amounts Paid to Others on Your Behalf

(i) Official Fees Paid to Public Officials \$ NA

(ii) Taxes Paid to Government Agencies (Not included in Cash Price) \$ NA

(iii) Government License Fees \$ 151.00

(iv) Government Registration Fees \$ NA

(v) Government Certificate of Title Fees \$ 150.00

Total Amounts Paid to Others on Your Behalf \$ 3028.60 (4)

5 Amount Financed - Unpaid Balance (3 plus 4) \$ 32398.81 (5)

Required Physical Damage Insurance. Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is not financed as part of this contract. If purchased through the Creditor, the following will apply.

Premium \$ NA Insurance Company NA Term: months.

☐ Deductible Collision and ☐ Deductible Other than Collision, including Fire, Theft and Corrosion Additional Coverages.

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price, which is shown below and in 4A(i) of the Itemization above.

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE DESCRIBED BELOW AND FOR WHICH YOU HAVE SEPARATELY SIGNED.

Type	Premium	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$ NA		You want the specified credit life coverage. Buyer Signature Date Co-Buyer Signature Date
	<input type="checkbox"/> Joint Coverage \$ NA		
Credit Disability	<input type="checkbox"/> Single Coverage (Buyer Only) \$ NA		You want the specified credit disability coverage. Buyer Signature Date

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$. Insurance Company

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Optional Debt Cancellation Contract or Guaranteed Auto Protection (GAP). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the purchase price to the Creditor, which is shown in 4A(ii) of the Itemization above. If you elect this optional GAP coverage, you agree to the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider: **ADVANTAGE TOYOTA OF RIVER DAKS**

APPROVAL: YOU WANT TO OBTAIN THE GUARANTEED AUTO PROTECTION DESCRIBED ABOVE

BUYER SIGNATURE: *[Signature]* Date: **01/17/2021** CO-BUYER SIGNATURE: _____ Date: _____

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE CREDITOR. THE CREDITOR MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

FOR USED VEHICLES ONLY: Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

Attention consumer: sign here only if the seller has told you that this vehicle has the following problem or problems and you agree to buy the vehicle on those terms:

1. NA

2. NA

3. NA

Buyer Signature: _____ Date: _____ Co-Buyer Signature: _____ Date: _____

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASIC DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$750. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due.

You signed this contract and received a completely filled-in copy on January 30, 2021.

RETAIL INSTALLMENT CONTRACT NA

Buyer Signature: *[Signature]* Co-Buyer Signature: _____

Co-Buyer acknowledges and agrees to be primarily obligated under this contract. By signing above, Co-Buyer hereby certifies that: 1) you have received the vehicle; or 2) you are a parent or spouse of the Buyer; or 3) you are to be listed as an owner of the Vehicle on the Certificate of Title.

ADVANTAGE TOYOTA OF RIVER DAKS

Accepted by Creditor: _____ Signature and Title

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side. X NA NA NA

This contract is assigned to TMCC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side. X ADVANTAGE TOYOTA OF RIVER DAKS

Seller By: _____ (If Corp. or Partnership) (Title) X Seller By: _____ (If Corp. or Partnership) (Title)

Payments Before or After Scheduled Due Date. This is a revolving credit account. The amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on the front of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to account Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The seller you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check if the amount owed to you after your last payment is greater than \$5. To receive a refund that is less than \$5.00 but greater than \$1.00, contact the Creditor. The seller you make payments after their due date, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated below.

Ownership, Location and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of 30 days. You agree not to expose the vehicle to misuse or confiscation, forfeiture or other involuntary transfer regardless of whether the vehicle becomes the subject of formal judicial or administrative proceedings. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

Taxes and Other Charges. You are responsible for and pay when due all taxes, repair bills, storage bills, fees, and other charges and assessments in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

Security Interest. You hereby grant the Creditor a security interest in: (i) the vehicle being purchased, any accessories, equipment, and replacement parts installed in the vehicle; (ii) insurance premiums and charges for mechanical breakdown protection or service contracts returned to the Creditor; (iii) proceeds of any insurance policies or mechanical contracts or protection on the vehicle; and (iv) proceeds of any insurance policies on your life or health which are financed in this contract. This security interest of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. This also secures your other agreements in this contract.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require 10 day advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor a written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then you, if the Creditor does not, buy physical damage insurance which covers both interests in the vehicle. If may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it decides. If the Creditor buys either these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance with a finance charge at the Annual Percentage Rate applicable to this contract or, if that rate is not authorized, the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to replace the vehicle or to apply to your debt.

Default: You are in default if: (1) you fail to make a regularly scheduled installment payment within 10 days of its due date; (2) any event occurs which substantially impairs the value of the vehicle; (3) a proceeding in bankruptcy, insolvency or insolvency is retained by or against you or your property; or (4) you breach any of your covenants or obligations under this contract or if you die.

Late Payment. Acceptance of a late payment does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

Optional Insurance or Optional Contracts. This contract may contain charges for optional insurance or mechanical breakdown protection or service contracts. If you default in your obligations under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges.

NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM. If you have purchased either credit life or credit disability insurance, or both, to guarantee payments being made in case of your death or disability, on your vehicle purchased under an installment sales contract, you may be entitled to a partial refund of your premium if you pay off your installment loan early.

In case of early complete payment of your loan, you should contact the seller of your credit life or credit disability insurance to see if a refund is due. If your vehicle dealer financed your loan, the seller of your credit life or credit disability insurance is your vehicle dealer.

Optional Contract Charges Returned to Creditor. Any refund on optional insurance or mechanical breakdown protection or service contracts obtained by the Creditor will be credited to your account. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

Required Repayment In Full Before the Scheduled Date. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, household or agricultural use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

possession of the vehicle. If, for reasons in default, an owner or lessor of a vehicle is required to repossess the vehicle, the Creditor can enter your property, or the property where the vehicle, such as clothing, the Creditor can store it for the purpose of repossessing the vehicle. Replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, state law may permit you to get it back (redeem) by curing any payment or other default(s) within the time allowing any state option under the contract without being held them. For a vehicle that is stored, as long as it is done promptly and lawfully. If the vehicle is stored, you may redeem the vehicle by paying the entire amount you owe on the contract (not just due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that the Creditor or its assignee has had. Your right to redeem the vehicle will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale within the time period required by law nothing you of the time and place of any public sale and the time after which any private sale would occur. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: Any charges for taking, storing, clearing, advertising, loading and/or selling the vehicle, and any reasonable attorney's fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the difference is owed you unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

Attorney's Fees. You agree to pay the Creditor's reasonable attorney's fees incurred in connection with the collection or enforcement of this contract.

Credit Information. You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information to credit reporting agencies and others who may lawfully receive such information.

Delay in Enforcing Rights and Changes in This Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without being held them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

Interest After Maturity. If there is a balance due 15 days after this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

Warranties Seller Discloses. You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty; or (ii) the window form for a used or demonstration vehicle states that the Seller is giving express warranties.

In addition, except as otherwise required by Illinois law, there are no implied warranties of merchantability or fitness for a particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving warranties. Pursuant to Illinois law, an implied warranty of merchantability extends until midnight of the fifteenth calendar day after delivery of a used motor vehicle or until a used motor vehicle is driven five hundred miles after delivery, whichever is earlier. To the extent permitted by state law, neither the Seller nor TMCC have responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of these for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer or which may be required by state law.

Governing Law. This contract will be governed by the laws of the State of Illinois.

Returned Instrument Charge. You agree to pay the Creditor a check collection charge, as authorized by law, in addition to any amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

General. This contract is the entire agreement between you and the Creditor. If there is more than one Buyer, each Buyer's obligations hereunder shall be joint and several. The Creditor is not bound by any statements or representations made by agents or sales people if not contained in the contract. Any change to this contract must be in writing and signed by you and the Creditor. The Creditor does not give up any of its rights by relying or failing to exercise them on any occasion. The Creditor will retain possession of the Vehicle's key code.

Used and Demonstration Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

Guía Para Compradores de Vehículos Usados o Demostrados: La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla sobre el vehículo y todas las disposiciones en el contrato controlan en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

SELLER'S ASSIGNMENT

Seller sells and assigns to Toyota Motor Credit Corporation (TMCC) all of its right, title and interest in this contract.

In addition to the Seller's Representations and Warranties in the Retail Sales Financing Agreement (Master Agreement), Seller warrants and represents that: (1) The contract arose from the retail sale of the property described on the face of the contract; (2) Seller had title to the property at the time of sale free of any liens; (3) All disclosures required by the law were properly made to the Buyer prior to the Buyer signing the contract; (4) All disclosure documentation will be delivered to the Buyer within the time required by law; (5) To the best of Seller's knowledge, the Customer Statement attached is accurate; (6) The downpayment received by Seller is exactly as stated; (7) The contract is enforceable; (8) Seller is licensed as required by law; (9) Any optional mechanical breakdown protection sold under this contract is obtained for sale in connection with comparable cash transactions at a price equal to that disclosed on the face of the contract; and (10) Seller has complied with all applicable requirements of the FTC Used Motor Vehicle Trade Regulation Rule.

Each of these warranties and representations is material to TMCC's acceptance of this contract. If any of them is breached or is untrue, Seller unconditionally promises to warrant reassignment of this contract and to pay TMCC, upon demand, the full amount of the unpaid balance under this contract. Seller also agrees to indemnify TMCC to the full extent of all losses or expenses incurred by TMCC as a result of such breach or error.

Seller agrees to indemnify TMCC for any judicial cost or loss suffered as a result of a claim or defense of Buyer against Seller.

If this contract is rescinded, cancelled, voided or otherwise made unenforceable, Seller shall pay TMCC the full amount TMCC paid to purchase it.

Seller shall be liable even if a waiver, compromise, settlement or release of the terms of the contract releases the Buyer.

Seller waives notice of acceptance of this guarantee and notice of non-payment and non-performance.

CONTRACTS ASSIGNED SUBJECT TO REPURCHASE

If this contract is assigned subject to repurchase, in addition to the foregoing guarantees, warranties and obligations, Seller unconditionally guarantees to repurchase this contract in the event of a default and pay all losses and expenses incurred by TMCC pursuant to the Master Agreement.

CONTRACTS ASSIGNED WITHOUT RECOURSE OR WITH LIMITED RECOURSE

If this contract is assigned without recourse or with limited recourse, such assignment is without recourse to the Seller except in the circumstances set forth above and in the Master Agreement and in and to the extent that an amount is stated in the following paragraph.

Seller unconditionally guarantees that if Buyer defaults in the payment of any installment under this contract, Seller will pay, upon demand by TMCC, the unpaid balance up

to the sum of \$

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.
5J8YD4H5XHL000971YEAR
2017MAKE
ACURAMODEL
MDXBODY STYLE
UTILITYTITLE NO.
21068693926DATE ISSUED
03/09/21ODOMETER
39879
39879

CCM

MOBILE HOME SQ. FT.

PURCHASED
01/30/21
USEDTYPE TITLE
ORIGINAL

MAILING ADDRESS

LEGEND(S)
ACTUAL MILEAGETOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348-5386

OWNER(S) NAME AND ADDRESS

KENYATTA HUDDLESTON
1533 BAYTREE DR
ROMEIOVILLE IL 60446-4984

FIRST LIENHOLDER NAME AND ADDRESS

TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348-5386

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name

By

Signature of Authorized Agent

Date

Firm Name

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party:

Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY.

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

ODOMETER READING

NO
TENTHS

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

DATE OF SALE

I am aware of the above odometer certification made by seller.

Signature(s) of Buyer(s)

Printed Name



I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

Jesse White

JESSE WHITE, Secretary of State



DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

MUST BE COMPLETED BY SELLER

DO NOT DETACH UNTIL SOLD
NOTICE OF SALE

SEE INSTRUCTIONS ON REVERSE

ACURA

2017

5J8YD4H5XHL000971

Date

Name of Seller (Current Registered Owner)

Name of Buyer

Complete Address of Seller

Complete Address of Buyer

J.D. POWER

5/26/2023

J.D. POWER Used Cars/Trucks

Vehicle Information

Vehicle: 2017 Acura MDX Utility 4D Technology
AWD 3.5L V6
Region: Central
Period: May 26, 2023
VIN: 5J8YD4H5XHL000971
Mileage: 82,500
Base MSRP: \$50,360
Typically Equipped MSRP: \$51,455
Weight: 4,244



J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$19,850	N/A	N/A	\$19,850
Average	\$22,000	N/A	N/A	\$22,000
Clean	\$23,800	N/A	N/A	\$23,800
Clean Loan	\$21,425	N/A	N/A	\$21,425
Clean Retail	\$25,525	N/A	N/A	\$25,525
Weekly				
Auction				
Low	\$17,625	\$338	N/A	\$17,963
Average	\$21,025	\$338	N/A	\$21,363
High	\$24,450	\$338	N/A	\$24,788
Trade-In				
Rough	\$20,225	N/A	N/A	\$20,225
Average	\$22,375	N/A	N/A	\$22,375
Clean	\$24,175	N/A	N/A	\$24,175

J.D. POWER

5/26/2023

J.D. POWER Used Cars/Trucks

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Loan	\$21,775	N/A	N/A	\$21,775
Clean Retail	\$25,900	N/A	N/A	\$25,900

*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.

Creditor:	Toyota Motor Credit Corporation
Debtor:	Huddleston, Kenyatta
Case No.:	22-14311
Loan No.:	xxxxxxxx2928
Our File No.:	3524-N-6559
Collateral:	2017 OTHER ACURA

PAYMENTS RECEIVED

Loan Status as of: 5/24/2023
Initial Due Date: 3/16/2021
Due Date Change:
BK Filing Date: 12/12/2022

Date Received	Amount Received	Due Date	Amount Due	NSF/Late Charges/Other	Paid Over/Short	Description
	\$ -	3/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
3/16/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	4/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
4/19/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	5/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
5/17/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
6/16/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	6/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
	\$ -	7/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
7/17/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
8/16/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	8/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
	\$ -	9/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
9/21/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	10/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
10/18/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	11/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
11/29/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	12/16/2021	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
12/24/2021	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	1/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
1/21/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	2/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
3/4/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	3/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
4/13/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	4/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
4/29/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	5/16/2022	\$ -	\$ -	\$ -	Payment Accrued
	\$ -	6/16/2022	\$ -	\$ -	\$ -	Payment Accrued
	\$ -	7/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
7/25/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	8/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
9/16/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	9/16/2022	\$ -	\$ -	\$ -	Payment Accrued
	\$ -	10/16/2022	\$ -	\$ -	\$ -	Payment Accrued
	\$ -	11/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
11/25/2022	\$ 616.77			\$ -	\$ 616.77	Funds Received
	\$ -	12/16/2022	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
	\$ -	1/16/2023	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
1/20/2023	\$ 617.00			\$ -	\$ 617.00	Funds Received
	\$ -	2/16/2023	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
	\$ -	3/16/2023	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
3/17/2023	\$ 620.00			\$ -	\$ 620.00	Funds Received
	\$ -	4/16/2023	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
4/17/2023	\$ 617.00			\$ -	\$ 617.00	Funds Received
	\$ -	5/16/2023	\$ 616.77	\$ -	\$ (616.77)	Payment Accrued
Total:	\$ 12,339.09		\$ 14,185.71	\$ -	\$ (1,846.62)	